

Prepared by:  
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DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

First Amendment

Restrictive Covenants of Area 14, Snowden Grove PUD  
Plat Book 97, Page 14 S3-T25-R7W

This amendment is the first amendment to the Restrictive Covenants of Area 14, Snowden Grove PUD and is hereby declared, published and made effective on this 19<sup>th</sup> day of July, 2006 by LH Developers, LLC, a Mississippi limited liability company (hereinafter "Declarant"). This first amendment is made part of the Restrictive Covenants of Area 14 Snowden Grove PUD recorded in the Warranty Book 524 Page 518 in DeSoto County, Mississippi.

This First Amendment (hereinafter called "Amendment") is inclusive of the previously recorded Restrictive Covenants and is an addition to these Restrictive Covenants. The Amendment shall be thought to supersede the Restrictive Covenants. These Covenants and Restrictions will apply to all lots that are or will become included in the community known as QualityLife at Snowden Grove.

ARTICLE I.  
BYLAWS

The Bylaws of the QualityLife at Snowden Grove Homeowner's Association are attached as EXHIBIT A and are hereby incorporated into this Amendment.

ARTICLE II  
AGE RESTRICTION

Section 1. Age Restriction. The Property is intended to be operated for occupancy in at least eighty percent (80%) of its occupied Dwelling Units (defined as single family detached home) by at least one person fifty-five (55) years of age or older per Dwelling Unit. The Board, in its sole discretion, shall have the right and power to determine when a person resides "permanently" at the Property or "occupies" a Dwelling Unit.

Section 2. Occupancy of Dwelling Unit. The Fair Housing Amendments Act of 1988 (Public Law 100-430, approved September 13, 1988) (the "Fair Housing Act") prohibits discrimination in the sale, rental and financing of dwellings based on familial status; that is, discrimination based on the domicile of individuals under eighteen (18) years of age. Therefore, housing facilities generally are not permitted to prohibit occupancy by persons under nineteen (19) years of age. However, the Fair Housing Act provides that a housing facility is exempt from this restriction if the following requirements (as more fully set forth in the Fair Housing Act and supplemented by the regulations promulgated thereunder, the "Requirements for Exemption") are satisfied:

- (a) at least eighty percent (80%) of the occupied units are occupied by at least one (1) person fifty-five (55) years of age or older per unit;

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(b) the housing facility has significant facilities and services specifically designed to meet the physical or social needs of older persons; and

(c) policies and procedures are published and adhered to which demonstrate an intent by the owner or manager to provide housing for persons fifty-five (55) years of age or older.

Declarant intends that the Property comply with the Requirements for Exemption of the Fair Housing Act, as same may be amended from time to time. Therefore, (i) at least eighty percent (80%) of the occupied Dwelling Units must be occupied by at least one (1) person fifty-five (55) years of age or older, except as hereinafter set forth; (ii) the Association is hereby directed to provide for or arrange for the provision of significant facilities and services specifically designed to meet the physical or social needs of older persons as contemplated by the Fair Housing Act and the regulations promulgated thereunder; and (iii) the Association is hereby directed to publish and adhere to policies and procedures that demonstrate an intent to provide housing for persons fifty-five (55) years of age or older.

Section 3. Board Discretion. The Requirements for Exemption contemplate that up to twenty percent (20%) of the units in a housing facility may be occupied by persons all of whom are under the age of fifty-five (55) without loss of the exemption, and that the eighty percent (80%) requirement does not apply until twenty-five percent (25%) of the units in the housing facility are occupied. Accordingly, the Board, upon application by an Owner, tenant, purchaser or proposed lessee, shall have the right and option, at the Board's sole and absolute discretion, to allow a Dwelling Unit to be occupied by individuals under the age of fifty-five (55), and provided that the Board takes appropriate action to comply with the Requirements for Exemption. The Board shall exercise its discretion based upon criteria that the Board shall determine, which criteria shall include, by way of example and not limitation, information then known to the Board concerning potential or pending changes in occupancy of other Dwelling Units in the Property, if any, and the ages of any likely remaining occupants of such Dwelling Units, proximity to age fifty-five (55) of those occupants of other Dwelling Units in the Property then under such age, and any other information known to and deemed relevant by the Board in its sole discretion. The Association, acting through the Board, shall have the right to promulgate rules and regulations necessary to comply with the Requirements for Exemption.

Section 4. Notice to the Association. In the event there is a change in the occupants of the Dwelling Unit (e.g., a death or a divorce) so that at least one (1) of the occupants is no longer fifty-five (55) years of age or older, the Owner must immediately notify the Association of such change in writing.

Section 5. No Liability. Notwithstanding anything contained herein to the contrary, it is acknowledged and agreed that although it is the intent of the Declarant and the Association that the Property be exempt from the familial status provisions of the Fair Housing Act, no representation or warranty is given that the Property will comply with the Requirements for Exemption. If for any reason the Property is not exempt from the familial status provisions of the Fair Housing Act and, therefore, it is unlawful to discriminate at the Property on the basis of familial status, neither Declarant nor the Association shall have any liability in connection therewith.

Section 6. Rental of Homes. An Owner may rent his home but the restrictions set forth herein shall apply to the persons renting and/or occupying the home. An Owner renting his home must notify the Association of the names and birth dates of each tenant and persons residing in the home built on the Lot.

### ARTICLE III MAINTENANCE AND REPAIR

Section 1. Association Responsibilities. (a) Common Area. The Association shall provide and pay for all maintenance and expenses for the Common Area including the following (the fees and expenses of which shall be included in the assessments levied by the Association): the fence to be built around the perimeter of the Property; the subdivision monuments, if any; the entrance gates. The Association shall be responsible for the maintenance and replacement of all landscaping for the Common Area. The real property taxes on the Common Areas shall also be paid for by the Association.

(b) Individual Lots and Residences. The Association will arrange for and pay the costs of the following (the fees and expenses of which shall be included in the Assessments levied by the Association):

(i) Mowing of individual yards, including front, rear and side yards and trimming of trees and hedges on all such Lots in *QualityLife* at Snowden Grove; and;

(ii) Any necessary exterior maintenance to the residences including repair/replacement of all painting, roof, windows, gutters, shutters, exterior doors, sidewalks and driveways but excluding any systems and equipment located outside of or attached to the residence such as HVAC equipment, air-conditioning units, antennas, or satellite dishes.

Section 2. Individual Owners.

(a) Maintenance. Except for the obligations of the Association set forth in Section 1(b) above, each Owner shall be responsible for all interior and exterior

maintenance, painting, repairs and upkeep on his property and the improvements thereon. In order to retain the appearance of the development, no interior or exterior maintenance, repairs or replacements which substantially alter the exterior appearance of a Lot shall be commenced for the improvement of an individual Lot unless permission is obtained from the Architectural Control Committee, as hereinafter defined.

(b) Termite Insurance. All Lot Owners must maintain a termite contract with a licensed and bonded termite control company. A copy of said contract together with renewals thereof must be kept on file with the Association's records. All proceeds from the termite contract required to be maintained hereunder must be used first to repair/replace any damage caused by termites prior to any Association funds being used. Any deductible on the insurance policy must be paid by the individual owner.

(c) Earthquake Insurance. All Lot Owners must maintain an earthquake policy or endorsement on their homeowners insurance policy for replacement value of their home if damage by earthquake. A copy of said policy together with renewals thereof must be kept on file with the Association's records. All proceeds from the insurance required to be maintained hereunder must be used first to repair/replace any damage caused by earthquake prior to any Association funds being used. Any deductible on the insurance policy must be paid by the individual owner.

(d) Proceeds from Insurance Policy. Each Owner must keep in force an insurance policy as required by Article X, Section 2. In the event of damage or destruction by fire or other casualty, the proceeds from the insurance policy will be used first to repair/replace items to the exterior of the residence before any funds are expended by the Association. Any deductible on the insurance policy must be paid by the individual owner.

(e) Exterior Addition. The cost of construction and maintenance of any additions to the exterior of a residence after the initial purchase from the builder shall be the responsibility of the individual Lot Owner. Any addition must be approved by the Architectural Committee.

(f) Unwarranted Repairs/Replacements. If an Owner requests a repair/replacement of any item on the exterior that is not deemed warranted by the community manager, the request shall be forwarded to the Board of Directors of the Association for approval and allocation of funds.

(g) Failure to Maintain. Any repairs/replacements needed to the exterior of a residence caused by a lack of, or inadequacy of, any interior maintenance which results in harm or damage to the exterior of the residence shall be the responsibility of the individual Owner. Any damage caused, or repairs necessitated, to the interior of the

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residence because of repairs/replacements needed or performed to the exterior shall be the responsibility of the individual Lot Owner.

(h) Damage by Owner/Resident. Any repair/replacement of any exterior item resulting from damage caused by the Owner, its housemates, guests, contractors or other invitees shall be the responsibility of the individual Owner.

(i) Utilities, Etc. Each individual Owner shall be responsible for all costs and maintenance of all wiring or any other materials associated with utilities, cable, phone or other services contracted for by Owner.

In the event an Owner shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said property and to repair, maintain, or restore said property.

#### ARTICLE IV COMMUNITY MANAGER

From and after the date of this Amendment, *QualityLife* LLC shall have the right to serve as "community manager" of the Property and receive from the Association a management fee of twenty percent (20%) of the total gross revenues of the Association from all sources as reported in the Association's annual financial statement.

The role of the community manager will be to collect the assessments, hire a landscaping service to mow and maintain the grounds the Association is responsible for, and hire the necessary contractors to maintain the items which the Association is to maintain as set forth in this Amendment.

The fee of the community manager shall be paid by the Owners out of the assessments levied by the Association as provided herein. *QualityLife* LLC has the right to hire a property manager at a reasonable fee. *QualityLife* LLC may elect to act as the property manager, in which event *QualityLife* LLC shall be entitled to the payment of a fee (in addition to the management fee set forth in the first paragraph above) which is competitive with other property managers in Southaven, Mississippi.

#### ARTICLE V ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. An "Architectural Control Committee" is hereby established. The initial committee shall consist of three (3) persons appointed by Declarant. The three individuals appointed by Declarant are:

Don P. Smith  
Sandra K. Harper  
Jack E. Woods

These three individuals shall serve for a period of ten (10) years, or until they resign from the Committee by written notice to the Board of Directors of the Association. Upon the expiration of ten (10) years from the date hereof, or the earlier resignation of the appointees, the Board of Directors of the Association shall then appoint the Architectural Control Committee, which shall be composed of three (3) or more individual Owners. The affirmative vote of a majority of the membership of the Architectural Control Committee shall be required to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permanent authorization or approval pursuant to directives or authorizations contained herein.

Section 2. Approvals Necessary, Rules of Committee and Remedies for Violation. With the exception of Declarant or his assigns, no structure of any kind or nature or any fence or barrier shall be commenced, erected, placed, moved onto, or permitted to remain on any of the Lots, nor shall any existing structure, fence or barrier upon any Lot be altered in any way which substantially changes the exterior appearance (which includes but is not limited to changes in paint color and re-roofing) thereof, nor shall there be any additions, attachments, or deletions to improvements, nor shall there be any changes in landscaping, without the written consent of the Architectural Control Committee; nor shall any new use be commenced on any Lot unless plans and specifications (including a description of any proposed new use) shall have been submitted to and approved in writing by the Architectural Control Committee. Such plans and specifications shall be in such form and shall contain such information as may be required by the Architectural Control Committee.

The Architectural Control Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on the Lots including, without limitation the exterior lighting and planting and may issue statements of policy with respect to approval or disapproval of the architectural styles or details or other matters which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Control Committee at any time and no inclusion in or omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Control Committee to approve or disapprove any feature or matter subject to approval or to waive the exercise of the Architectural Control Committee's discretion as to any such matter, but no change of policy shall affect the finality of any Lot of any plans or specifications previously submitted to and approved by the Architectural Control Committee but such approval shall not be deemed a waiver by the Architectural Control Committee in its discretion to disapprove such plans or specifications or any features or elements

included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot. Approval of any such plans and specifications relating to any Lot however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter provided that the plans and specifications as approved and any condition attached to any such approval have been adhered to and complied with in regard to all structures, fences, or barriers on the uses of the Lot in question.

In the event the Architectural Control Committee fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after submission thereof, the same shall be deemed to have been approved as submitted and no further action shall be required.

If any structure, fence, or barrier shall be altered, erected, placed or maintained (including exterior maintenance) upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Architectural Control Committee as required herein, such alteration, erection, maintenance, or use shall be deemed to have been undertaken in violation of the restrictions herein and without the approval required herein, and upon written notice from the Architectural Control Committee any such structure, fence or barrier so altered, erected, placed or maintain upon any Lot, in violation hereof shall be removed or realtered, and such use shall be terminated so as to extinguish such violation.

If fifteen (15) days after the notice of such violation, the Owner or Owners of the Lot upon which such violation exists shall not have taken reasonable steps towards the removal or termination of the same, the Association by its officers or directors shall have the right through its agents and employees to enter upon such Lot and to take such steps as may be necessary to extinguish such violation, and the costs thereof shall be a binding personal obligation of such Owner as well as a lien upon the Lot in question upon the recording of such with the Office of the Register of DeSoto County, Mississippi.

Upon completion of the construction or alteration of any structure in accordance with the plans and specifications approved by the Architectural Control Committee, the Architectural Control Committee shall, upon written request of the Owner thereof, issue a letter of compliance in form suitable for recordation, identifying such structure and the Lot on which such structure is placed and stating that the plans and specifications, location of such structure and the use or uses to be conducted thereon have been approved and that such structure complies therewith. Preparation and recording of such letter shall be at the expense of the Owner or Owner. Any letter of compliance issued in accordance with the provisions of this paragraph shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value or as to any title insurer, such letter shall be conclusive evidence that all structures and the use or uses described therein comply with all the

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requirements of these restrictions and all other requirements as to which the Architectural Control Committee exercises any discretionary or interpretive powers.

The Architectural Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to these restrictions payable at the time such plans and specifications are so submitted.

Any agent of Developer or of the Architectural Control Committee may, at reasonable times, enter upon and inspect any Lot and any improvements thereon for the purposes of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions of these restrictions, and no such persons shall be deemed to have committed a trespass or other wrongful acts by reason of such entry or inspection.

The Association shall have the right to enforce by any proceeding at law or in equity all conditions, restrictions, covenants, reservations and easements herein or hereinafter contained or otherwise contained in any deed to any Lot. Failure by the Association to enforce any of such proceedings shall in no event be deemed a waiver of the right to do so thereafter.

Should a request to the Committee come from a Committee member, the other members of the Committee shall select a disinterested Owner to take the place of the Committee member making the request.

### Section 3. Additional Architectural Controls.

(a) Said Property is hereby restricted to residential dwellings for residential use. All buildings or structures erected upon said Property shall be of new construction, and no buildings or structures shall be moved from other locations onto said Property, and no subsequent buildings or structures, other than single family houses shall be constructed. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any portion of said Property at any time as a residence, either temporarily or permanently.

(b) No Owner shall permit any use of his premises or any building structure thereon for any purposes which shall increase the fire hazard to adjoining properties; or for any purpose which constitutes a nuisance or causes the emission of objectionable odors or gases; or for any purposes calculated to injure the reputation of said premises, or neighboring property or for any purpose or use in violation of local, state or federal statute or ordinance. No obnoxious or offensive trade or activity shall be carried on or upon any of the Property, nor shall anything be done thereon which may be or become an annoyance or a nuisance to *QualityLife* at Snowden Grove. Written approval by



the Association of a particular use shall be conclusive evidence of compliance with this restriction insofar as this Declaration controls.

(c) Each Owner at all times must keep his premises, building improvements and appurtenances in a safe, clean, wholesome condition and comply in all respects with governmental health and police requirements. Each Owner shall remove at his own expense, all rubbish of any character whatsoever which may accumulate on his respective premises. If an Owner allows rubbish to accumulate and his premises become unsightly as determined the Association, then in that event the Association reserve the right to have such unsightly material removed at the expense of such Owner, and if not removed within fifteen (15) days of the date written notice is sent to such Owner, the costs of such removal shall become a binding personal obligation of such Owner and shall become a lien against the Lot in question. All equipment, garbage cans, service yards, woodpiles or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of the street.

(d) Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the Declarant or his assigns to maintain, during the period of the sale of said Lots, upon such portion of the premises as Declarant or his assigns deems necessary, such facilities as, in the sole opinion of Declarant or his assigns, may be reasonably required, convenient or incidental to the sale of said Lots, including, but without limitation, a business office, storage area, construction yard, signs, model units, and sales office.

(e) No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

(j) (f) No obnoxious or offensive trade or activity shall be carried on upon any Lot in this planned development nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners within *QualityLife* at Snowden Grove. There shall be no excessive noise made by any individual or visitor to the neighborhood. All activities should be undertaken in a manner as to not be an annoyance or nuisance to the community, to the common area or to the neighbors.

(g) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any of said Lots, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

- (h) Without prior written approval and the authorization of the Architectural Control Committee, no exterior television or radio antennas of any sort shall be placed, allowed, or maintained upon any portion of the improvements located upon the Property nor upon any structure situated upon the Property other than an aerial for a master antenna system, should any such master system or systems be utilized and require any such exterior antenna, unless otherwise approved by the Association. Any satellite tv antenna must be placed on the rear elevation of the home and must not be visible from the street at the front elevation of the home.
- (i) No automobiles, recreation vehicles or commercial vehicles, including but not limited to automobiles, boats, boat trailers, house trailers, camping trailers, motorcycles, or similar type items shall be kept other than within the closed garage. The garage door must close completely with contents concealed inside.
- (k) All fences to be erected by a Lot owner must have been approved by the Architectural Committee prior to construction.
- (l) All operational windows, on any elevation of the home, must have, at a minimum, two inch (2") horizontal blinds in either white or cream color showing from the exterior of the window.
- (m) Without prior written approval and authorization of the Architectural Control Committee, no external yard equipment may be placed, including but not limited to: basketball goals, trampolines or children's play sets or playground equipment. The homeowner may have patio furniture or a two-person swing if contained on their rear patio space.
- (n) All pets must be on a leash if outside of the home or a fenced back yard. No animal is allowed to run free at any time. Homeowners are responsible for disposing of their animal's waste immediately when in any area other than their fenced backyard. All backyards shall be kept in such a manner as to not become a hazard to public health or a nuisance to neighbors or maintenance crews.
- (o) Children and grandchildren, under the age of nineteen (19) can visit the homeowners but no homeowner shall have visits that are longer than two (2) consecutive weeks (14 days) and there must be a minimum of two (2) weeks (14 days) between visits.
- (p) There shall be no violation of any rules which may from time to time be adopted by the Board of Directors and promulgated among the
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membership by them in writing, and the Board of Directors is hereby and elsewhere in the Bylaws authorized to adopt such rules.

## ARTICLE VI INSURANCE AND CASUALTY LOSSES

**Section 1. Insurance.** The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area. The Board shall also obtain a public liability policy covering the Common Area, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million Dollar (\$1,000,000.00) single person limit as respects bodily injury and property damage, a One Million Dollar (\$1,000,000.00) limit per occurrence, and a Thirty Thousand Dollar (\$30,000.00) minimum property damage limit.

Premiums for all insurance on the Common Area shall be common expenses of the Association. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost of the improvements. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance.

Cost of insurance coverage obtained by the Association for the Common Area and other improvements for which the Association is responsible shall be included in the assessments.

In addition to the other insurance required by this Section, the Board shall obtain, as a common expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the directors' best business judgment. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

**Section 2. Individual Insurance - Repair and Reconstruction.** By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each individual Owner shall carry blanket all-risk casualty insurance on the Lot and structures constructed thereon for full replacement cost. In the event of damage or destruction by fire or other casualty, the Owner shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to repair or rebuild such damage or destroyed portions of

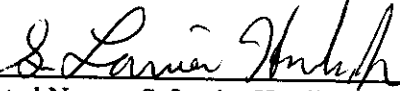
the improvements in a workmanlike manner in conformance with the original plans and specifications of the building (including landscaping). In the event the Owner refuses or fails to said repair or rebuild any and all such damage to his improvements within thirty (30) days, the Association, by and through its Board of Directors, is hereby authorized by such Owner to repair and rebuild the improvements in a good and workmanlike manner in conformity with the original plans and specifications. The Owner shall then repay the Association in the amount actually expended for such repairs plus 20% of repair cost to the Association for handling the repairs, and the Association will have a lien securing the payment of same identical to that provided for in Article VI, securing the payment of said sums expended and subject to the power of sale and foreclosure as set forth in said Article.

The individual Owners shall make every reasonable effort to secure insurance policies that will provide for a waiver of subrogation by the insurer as to any claims against the Association, other Owners, and their respective tenants, servants, agents and guests.

The individual Owners shall furnish a certificate of insurance to the Association or its manager on a yearly basis.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be signed by the officer duly authorized so to do as of the day and year first above written.

LH DEVELOPERS, LLC,  
a Mississippi limited liability company

By: 

Printed Name: S. Lanier Hurdle, Jr.

Its: Manager

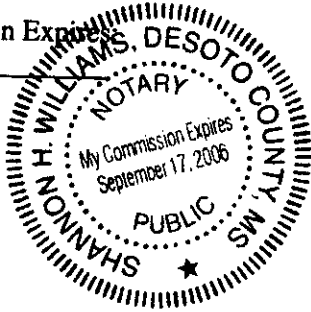
STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared S. Lanier Hurdle, Jr., with whom I am personally acquainted, and who, upon oath, acknowledged himself to be a Manager LH Developers, LLC, the within named bargainor, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such officer, and he further acknowledged that he executed said instrument as the free act and deed of the limited liability company.

WITNESS my hand and Notarial Seal at office in said State and County this 19<sup>th</sup> day of July, 2006.

  
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Notary Public

My Commission Expires \_\_\_\_\_



**JOINDER TO THE FIRST AMENDMENT**  
**RESTRICTIVE COVENANTS OF AREA 14, SNOWDEN GROVE P.U.D.**

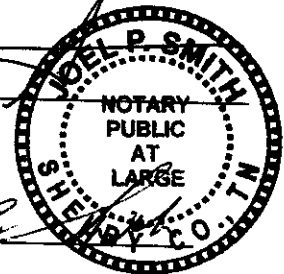
STATE OF TN  
COUNTY OF SHELBY

This day personally appeared before me, the undersigned authority in and for said County and State, the within named, Don P. Smith, who acknowledged that he is a member of Quality Life, LLC, and that for and on behalf of said corporation, and as its act and deed, he does hereby acknowledge that the First Amendment to the Restrictive Covenants of Area 14, Snowden Grove P.U.D. are proper and does hereby join in said First Amendment to the Restrictive Covenants of Area 14, Snowden Grove P.U.D on the day and year therein mentioned, after first having been duly authorized by said corporation so to do.

Given under my hand and official seal of office, this the 3<sup>rd</sup> day of August, 2006.

Quality Life, LLC

By: [Signature]  
Don P. Smith, Member



[Signature]  
NOTARY PUBLIC

My Commission Expires: NOVEMBER 21, 2006